



## **Request for Bids**

# **Potable Water Storage Tank Rehabilitation Project for Town of Hampstead**

RFB No. TOH – WTR – FY23–02

SUBMIT BID TO:

Town of Hampstead  
1034 South Carroll Street  
Hampstead, Maryland 21074

REQUEST ISSUED: November 1, 2022

BIDS DUE: December 15, 2022

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## I. GENERAL INFORMATION

### INTRODUCTION

The Bid shall be evaluated in accordance with the evaluation criteria set forth in this Request for Bid (RFB).

All questions pertaining to the format of this RFB shall be directed to:

Hampstead Water Tank Consultant  
Quality Assurance Inspector  
Mr. Douglas DeClerck  
47 South Broad Street  
Hughesville, Pennsylvania 17737  
[Dadeclerck@hotmail.com](mailto:Dadeclerck@hotmail.com)

**ALL QUESTIONS MUST BE SUMITTED IN WRITING.** Questions and/or clarifications that the contractor(s) desire to have binding answers shall be submitted in writing to: Mr. Douglas DeClerck, 47 South Broad Street, Hughesville, Pennsylvania 17737 or sent via email [dadeclerck@hotmail.com](mailto:dadeclerck@hotmail.com). Questions must be in a written form and received no later than Wednesday, December 7, 2022 at 2:00 p.m. EST. A written response as an addendum will be faxed or emailed to all potential contractors by 3:00 p.m. EST on Friday, December 9, 2022. Verbal questions and/or answers will not be binding.

Award(s) shall be made to the responsible Contractor whose Bid is determined, in writing, to be the most favorable for the Town of Hampstead, taking into account all the evaluation criteria set forth in this RFB. Town of Hampstead reserves the right without liability to accept or reject any and all Bids submitted in response to this RFB.

### **MANDATORY PRE-BID MEETING AND SITE VISIT**

All prospective Contractors for this project **are required to attend at least one (1) of the two (2) Pre-Bid Meetings in full and Site Visit** to familiarize themselves with existing conditions that may affect their bid pricing, performance and/or completion of the required work. This meeting will allow contractors to discuss the overall project, scope of work, present questions/concerns and visit the actual tank site.

The dates for the Mandatory Pre-Bid Meeting and Site Visit are scheduled for:

**Wednesday, November 30, 2022, at 2:00 p.m.**  
**Thursday, December 1, 2022, at 2:00 p.m.**

The meeting will commence at the Town of Hampstead Office located at 1034 South Carroll Street, Hampstead, Maryland 21074 after which the Contractors will be permitted to access the water tank.

## **II. STATEMENT OF WORK**

### **1. GENERAL INFORMATION**

The Town of Hampstead is seeking a contractor to provide rehabilitation (exterior/interior cleaning and painting) services of a 400,000 Gallon Welded Steel Elevated Hydropillar Water Storage Tank located at 3 Rear 2320 Hanover Pike, Hampstead, Maryland. The North Tower is located adjacent to the Walmart off of Maryland Route 30. The selected contractor will be responsible for providing all the labor, materials, tools, equipment, and services necessary to complete the project as defined in the scope of work.

The RFB and the successful bid will serve as the basis for a contract.

Sealed bids will be accepted by the Town Manager at the Town Office located at 1034 South Carroll Street, Hampstead, Maryland 21074 until 2:00 p.m. on Thursday, December 15, 2022, at which time these bids will be opened and read. Bids received after the closing time or from contractors who did not attend a mandatory pre-bid meeting will be returned to the contractors unopened.

### **2. SUPPLEMENTARY GENERAL CONDITIONS**

#### **A. COMMUNICATION**

The Contractor is required to remain on site at all times when work is in progress on this project. The individual who represents the Contractor, is to be someone who; is responsible for the entire project and can communicate in English with the tank Owner, Engineer, Project Manager and QA Inspector.

#### **B. COMPLETION TIME**

1. Time is an essential element of this contract, and it is extremely important that all work be vigorously carried out until completion. The Contractor shall have ninety (90) consecutive workdays Monday – Saturday, excluding Sundays and Holidays, plus any additional specified and/or Owner permitted time extension(s) to complete all work. All work MUST be completed, including all punch list items and water quality testing and the tank back in service within ninety (90) consecutive workdays after the start date established in the Notice to Proceed. A day-for-day extension in the completion time will be afforded the contractor when work cannot be performed due to adverse weather/temperature conditions, as determined by the paint manufacturer, or weather conditions deemed to be unsafe. This day for daytime extension will only be utilized provided the contractor has performed work on each and every acceptable workday prior to experiencing the adverse weather/temperature or unsafe weather conditions.

Owner or Owner's representative shall be notified of and confirm any day-for-day extension. Contractor shall provide documentation of the reason and confirmation of any day-for-day extension(s).

### **3. SCOPE OF WORK**

- A. The Contractor shall furnish all labor, materials, tools, equipment, and supervision to repair, modify, abrasive blast clean the interior wet chamber and exterior surfaces (spot clean and spot

paint the interior dry chamber) and repaint the interior and exterior surfaces as outlined in these Technical Specifications and/or Bid Documents, for the 400,000 gallon welded steel potable water storage hydropillar located adjacent to Walmart, north of Hampstead just off MD Route 30.

- B. All procedures and methods recommended by the paint manufacturer, shall be strictly adhered to. In addition, all safety rules and regulations of the tank Owner, Federal, State and Local agencies, including OSHA regulations, insurance, and underwriters' requirements, as they pertain to the performance and completion of the work, shall be strictly adhered to.
- C. The Contractor shall be responsible for the protection of any and all workers and site personnel, against any and all health/safety hazards associated with and/or attributed to the work performed and/or completed.
- D. The Contractor shall protect the air, soil, water, environment and private or public buildings and surroundings, against any and all damage, contamination or health/safety hazards associated with and/or attributed to, the work being performed and/or completed.
- E. The Contractor shall be responsible for obtaining any and all necessary and/or required permits or licenses to perform and/or complete the work specified and for the proper and legal disposal of any and all debris created by the work performed and/or completed.

### 3. **EXISTING CONDITIONS**

- A. The existing paint on the Hydropillar has NOT been tested for LEAD, other heavy metals or other materials considered to be hazardous. The tank was erected in 2001 by Pitt-Des Moines, Inc.
- B. Contractor shall conduct his/her own testing and proceed with work in accordance with any and all Federal, State and/or Local regulations governing the work being performed and/or completed and are responsible for any and all costs associated with and/or attributed to performing and/or completing the work in accordance with these specifications, including, but not limited to, worker protection, worker health/safety, environmental protection, and waste testing/disposal.
- C. Requirements for lead paint removal by abrasive blast cleaning, includes requirements for worker protection, protection of the environment, abrasive requirements, containment procedures, stabilization, collection, storage, testing and disposal of blast cleaning residuals and other regulatory requirements pertaining to the abrasive blast cleaning operation.

### **1. DEFINITIONS**

- a. Lead Based Paint: The Consumer Product Safety Commission Classifies paint as LEAD based if it contains 600 MG/KG or greater (0.06% LEAD by weight). This can be determined by laboratory analysis by an accredited laboratory. This classification deals mainly with consumer type products.
- b. Lead Containing Substance: Means any paint, plaster or other surface encapsulation material containing more than 0.50% or 5,000 MG/KG LEAD by weight calculated as LEAD metal in the dried solid, or more than 0.7milligram per square centimeter. This classification deals

mainly with industrial paint removal projects.

- c. Hazardous Waste: Spent abrasive with paint debris may be classified as hazardous if after testing by Toxicity Characteristic Leaching Procedure (TCLP), the leachate contains any of the elements/metals in the amount of concentrations or greater as follows: barium – 100 ppm, cadmium – 1 ppm, chromium – 5 ppm, lead – 5 ppm, mercury – 0.2 ppm. Other metals can cause a paint to be hazardous as defined in 40 CFR 261 and shall be taken into consideration.
- d. Generator: For the purpose of hazardous waste generation, the term “generator” may refer to both the owner of the structure and to the abatement contractor and they are considered “co-generators” of the waste.
- e. Non-Hazardous Waste Stabilization: These are specialized materials (chemicals) designed, produced, and tested by the manufacturer to minimize leachable lead levels in spent abrasive residues produced in the removal of lead based paint by using chemical stabilization and fixation, thereby rendering the residues non-hazardous when analyzed by TCLP. These materials are not “after treatments” but rather are designed to be used in conjunction with mechanical paint removal methods for the purpose of generating non-hazardous waste.

## **2. DOCUMENTATION**

- a. The contractor shall provide documentation of legal disposal of any and all debris created by the work performed and/or completed.

## **4. VENDOR QUALIFICATIONS**

- A. All Contractors submitting a bid on this work shall have been actively engaged in the business of abrasive blast cleaning and repainting of steel elevated water storage tanks for a period of not less than ten (10) years. Bidders shall submit with their bid, a listing of at least ten (10) steel water storage tank projects, completed within the immediate previous three (3) years which included work similar to that being required on the Hydropillar on this project. Information shall include client, contact person, address, contact phone number(s), e-mail, and project name/number.
- B. The Owner and/or Engineer reserves the right to inspect the Contractor’s equipment and/or to perform any investigation of the Contractor it deems necessary to ensure that competent personnel, management, and equipment will be utilized in the performance and completion of this contract.
- C. The contractor shall provide proof of any and all insurance which is needed to perform and/or complete this project and in accordance with the Town of Hampstead, MD requirements.

## **5. QUALITY ASSURANCE**

- A. All work shall be performed and/or completed in accordance with current industry accepted standards and paint manufacturer recommendations.
- B. Industry Agencies providing Standards governing work being performed and/or completed include, but are not limited to:

1. American Water Works Association (AWWA)
  2. Steel Structures Painting Council (SSPC)
  3. National Association of Corrosion Engineers (NACE)
  4. American Welding Society (AWS)
  5. MDE 2015 Design Guidelines for Drinking Water Facilities and/or Latest Version of Recommended Standards for Water Works
- C. All repair, cleaning and painting operations performed and/or completed by the Contractor shall be subject to evaluation and examination by the Owner and QA inspector. The Owner shall have sole and final authority to accept or reject the work. The Contractor shall not proceed with work until the QA Inspector has approved previous work.
- D. Neither the inspection of the work, lack thereof and/or approval of work by the QA Inspector, shall relieve the Contractor of any obligations to perform and/or complete the work in accordance with these specifications and accepted industry standards and/or paint manufacturer recommendations and will not relieve the Contractor from any and all warranty obligations.
- E. The Contractor shall provide safe OSHA compliant access to the work performed and/or completed. All rigging and equipment provided for work access shall employ fall restraint systems, hoisting equipment and personal fall arrest systems. Rigging installed by the Contractor to perform and/or complete the work shall not be removed until approval to do so is obtained from the QA Inspector. The Contractor shall make such equipment and/or rigging available for the use of the Owner, Engineer and QA inspector as needed to conduct assessment and compliance of work performed and/or completed. Contractor shall operate equipment during Owner inspection of the work. All such equipment and rigging shall meet current OSHA regulations and be properly outfitted with the compliant safety equipment.
- F. In the event there is a conflict between the project specification requirements, industry standards, paint manufacturer recommendations or other related project information and/or requirements, the most restrictive will normally apply. Owner shall have final authority in ruling on such matters.

## **6. SAFETY REQUIREMENTS**

- A. Contractor shall fully comply with all current OSHA, State, and Local laws, regulations, standards, ordinances, and codes governing the work being performed and/or completed.
- B. In addition, considering the nature of this work, the Contractor is required to fully comply with OSHA 29 CFR 1910.146 that deals with work in and around Confined Spaces.
- C. Section C.9 29 CFR 1910.146 requires the Contractor to inform the Owner of precautions and procedures it uses for its employees that work in “Permit Required Confined Spaces”. A copy of the Contractor’s “Permit Required Confined Space Program” shall be submitted with their Bid for review.

**7. REPAIRS & MODIFICATIONS – HYDROPILLAR TANK**

- A. Perform interior wet chamber pit weld repair, as needed, and as designated/approved by the QA Inspector. Locations where more than 50% of the original steel thickness has been lost to corrosion shall be addressed. Such welding shall be done by AWWA/AWS Certified Welders. Welds shall be ground smooth/flush with surrounding/adjacent surfaces. A pit for bidding and payment purposes is designated as a 1” X 1” square area. Price shall include repair of damaged exterior paint.

**Item 7.A. is being bid, as a separate/individual price, on the Bid Form under Bid Item 1.A.**

- B. Perform interior wet chamber welded seam repair, as needed, and as designated/approved by the QA Inspector. Such welding shall be done by AWWA/AWS Certified Welders. Welds shall be finished in accordance with NACE Weld Finishing Grade “C”. Bidding and payment shall be by the lineal foot basis with up to three (3) individual weld passes per lineal foot. Price shall include repair of damaged exterior paint.

**Item 7.B. is being bid, as a separate/individual price, on the Bid Form under Bid Item 1.B.**

- C. Provide and install new hatch gaskets for all existing water holding access hatches and ensure watertightness of same. Replace all bolts, nuts, and washer units with Grade 8 Case Hardened Yellow Zinc Plated units.

**Bid Price to be included with Bid Item 1 on the Bid Form.**

- D. Exterior ringwall joint grout that is missing and/or damaged shall be replaced with new non-shrinking epoxy concrete grout. Provide product data to the Engineer for evaluation and approval a minimum of forty-five (45) days prior to the start of the project. Do not install without Owner approval.

**Bid Price to be included with Bid Item 1 on the Bid Form.**

- E. Remove and properly dispose of existing rigid rail safety climb equipment on interior dry chamber access ladders and replace with a new OSHA compliant galvanized flexible cable safety climb system including 2 matched harnesses (total) and 2 cable connection slides per individual cable.

**Bid Price to be included with Bid Item 1 on the Bid Form.**

- F. Remove and properly dispose of existing entry doors and replace with in-kind doors. Doors are to be painted the same color as the Tower. “ATTACHMENT B” are photos of doors to be replaced.

**Bid Price to be included with Bid Item 1 on the Bid Form.**

- G. All specified and additional (if needed) weld repair/modifications shall be done prior to any cleaning/painting. Damage done to completed work, will be corrected by the Contractor, at no additional cost.

- H. Provide welder(s) certification(s), to Engineer for evaluation, a minimum of forty-five (45) days prior to the start of the project.
- I. All welding, repairs and modifications shall meet current AWWA/AWS Standards.
- J. Contractor shall replace existing overflow screening with #24 mesh non-corrosive screening.

**Bid Price to be included with Bid Item 1 on the Bid Form.**

- K. Contractor shall replace existing screening on exterior roof vent with #24 non-corrosive mesh

**Bid Price to be included with Bid Item 1 on the Bid Form.**

**8. BLASTING ABRASIVE**

- A. The Contractor shall select an abrasive media that will produce the cleanliness and surface profile specified herein.
- B. The Contractor is fully responsible for any and all damages, injuries, health/safety or other related issues or problems arising from and/or due to the use of his/her selected abrasive.
- C. Contractor is responsible for all waste, debris and spent abrasive testing, as well as the legal disposal of all hazardous and non-hazardous waste and debris created by the work performed and/or completed.
- D. Contractor shall provide documentation as to the legal disposal of those items listed in C above.
- E. Contractor is responsible for obtaining all permits required for the use of his/her selected abrasive.

**9. INTERIOR WET CHAMBER SURFACE CLEANING – HYDROPILLAR**

- A. Contractor shall open tank, remove sediment, and properly/legally dispose of sediment.
  - a. Contractor shall utilize Blastox and/or Pre-Tox with the cleaning and paint removal operations.
  - b. Contractor shall be responsible for any and all costs of worker and environmental protection, as well as all testing, collection, handling, storage, transportation and disposal of hazardous debris, waste, and materials.
  - c. Contractor shall provide documentation as to the legal disposal of any waste/debris.
- B. All surfaces shall be **DRY** abrasive blast cleaned to SSPC-SP-5-89 White Metal Standard.
- C. Surface profile created by blast cleaning shall be 2.5 – 3.5 mils.
- D. Locations needing seam/pit weld repair shall be taped off (not prime painted) and repaired after all blast cleaning and prime painting has been completed.

- E. Locations of seam/pit weld repairs shall be blast cleaned and prime painted, prior to application of next specified coat of paint.
- F. Contractor is responsible for all costs, associated with and required for, non-hazardous and hazardous debris, waste and material testing, collection, handling, storage, transportation, and disposal.
- G. Interior tank floor shall be cleaned and prime painted, prior to any other interior cleaning/painting.
- H. Contractor shall properly seal off all inlet/outlet piping and ensure that debris does not become inducted or introduced into piping/valves.
- I. Abrasive blast cleaning shall only be done when atmospheric, ambient, and surface conditions meet the requirements of the paint manufacturer. Blast cleaning left unpainted for six (6) hours or more or that exhibits rust, rust-blooming and/or discoloration, will be re-blasted.

#### **10. INTERIOR WET CHAMBER COATING APPLICATION - HYDROPILLAR**

- A. Primer: All surfaces shall receive one (1) full coat of Sherwin-Williams #646 PW White Epoxy or approved equal, applied to a dry film thickness of 4.0 – 5.0 mils DFT.
- B. Stripe: All ceiling plate edges, rafter supports, column supports, unit neck penetrations, vertical seams, horizontal seams, floor seams, floor corner seams, nuts, bolts, ladders, piping, pitted locations not being pit filled or weld repaired, plus any other irregular non-flat steel surface, shall receive one (1) coat of Sherwin-Williams #646 PW Tan/Beige Epoxy or approved equal, applied to a dry film thickness of 3.0 - 4.0 mils DFT in a minimum 6" wide application.
- C. Pit Filler: All pitted locations that were not weld repaired, shall be filled flush and smooth, with Sherwin-Williams Epoxy Pit Filler, as approved by the Consultant/QA Inspector.

#### **Item 10.C. is being bid on the Bid Form, as a Line Item Unit Price, under Bid Item 1.C.**

- D. Finish: All surfaces shall receive one (1) full coat of Sherwin-Williams SherPlate 100 % Solids Epoxy Liner or approved equal, applied to a dry film thickness of 25.0 - 50.0 mil. Color shall be light blue.
- E. Prior to the application of any material to any surface, the surface shall be free of any and all dust and overspray (wet or dry). Dust shall be removed by vacuuming the surface and/or blowing with clean, dry air. Wet overspray shall be removed with a wire brush. Dry overspray shall be sanded. Special attention shall be given to horizontal welded seams.
- F. Detrimental runs, sags, and drips (as determined by the paint manufacturer) shall be removed by sanding smooth prior to the next specified application of material. Runs, sags and drips in the finish coat shall be sanded smooth and recoated.
- G. Materials **MUST** meet current NSF 61 Certified for contact with potable water and VOC compliance requirements.
- H. Apply materials, only at such times and under such conditions, as approved by the paint

manufacturer.

- I. Use fast cure versions or low temperature cure/application additives, as conditions warrant/dictate, but only with Owner prior approval and at no additional cost.
- J. Contractor shall perform the paint manufacturer/supplier recommended pinhole test on applied coating system, in accordance with current AWWA Standards and repair deficiencies, as directed by the paint manufacturer.
- K. In accordance with Code of Maryland regulations (COMAR) 26.04.01.33 Direct and Indirect Additives, suppliers of water shall only use products (any materials that come in direct contact with water intended for use in public water supply) that meet the applicable American National Standards Institute/NSF International (ANSI/NSF) standards for direct or indirect drinking water additives. The products can be certified by an organization accredited by the ANSI for such testing (i.e., International Association of Plumbing and Mechanical Officials Research and Testing, Ontario CA, Underwriters Laboratory, Northbrook IL., and Water Quality Association, Lisle IL.).
- L. In compliance with COMAR 09.20.01.03 and the Safe Drinking Water Act (Section 1417(a)(4)(8), materials that come in contact with water intended for use in public water supply shall comply with the Reduction of Lead in Drinking Water Act, which went into effect in Maryland in January 2012.

#### **11. EXTERIOR SURFACE CLEANING – HYDROPILLAR**

- A. Exterior surfaces shall be high pressure washed, scrubbed with an application of paint manufacturer recommended detergent and rinsed with clean potable water. All rusted locations shall be cleaned in accordance with SSPC-SP-3 Power Tool Cleaning with all fractured paint film edges sanded smooth.
- B. Contractor is responsible for all costs, associated with and required for, non-hazardous and hazardous debris, waste and material testing, collection, handling, storage, transportation, and disposal.
- C. Contractor shall adhere to any and all Federal, State and Local regulations that govern hazardous and non-hazardous paint removal, collection, handling, storage, testing, transportation, and legal disposal.
- D. Contractor shall provide documentation as to the legal disposal of all items related to this section 11.

#### **12. EXTERIOR PAINTING – HYDROPILLAR**

- A. Full Prime: All shall receive one (1) full coat of Sherwin-Williams 100% Solids Clear Epoxy or approved equal applied to a dry film thickness of 1.5 – 2.5 mils.
- B. Full Intermediate: All surfaces shall receive one (1) full application of Sherwin-Williams #646 PW Tan/Beige Epoxy or approved equal, applied to a dry film thickness of 3.0 – 4.0 mils.

- C. 1<sup>st</sup> Finish: All surfaces shall receive one (1) full application of Sherwin-Williams #250 Urethane or approved equal, applied to a dry film thickness of 2.0 – 4.0 mils. Color shall be as selected by the Owner.
- D. Final Finish: All surfaces shall receive one (1) full application of Sherwin-Williams Fluoro-Kem Urethane or approved equal, applied to a dry film thickness of 2.0 – 4.0 mils. Color shall be as selected by the Owner.
- E. Detrimental runs, sags and drips (as determined by the paint manufacturer) shall be removed by sanding smooth prior to the next specified application of material. Runs, sags and drips in the finish coat shall be sanded smooth and recoated. Finish coat shall be uniform in color and gloss/sheen.
- F. Materials **MUST** meet current VOC compliance requirements.
- G. Apply materials, only at such times and under such conditions, as approved by the paint manufacturer.
- H. Use fast cure versions or low temperature cure/application additives, as conditions warrant/dictate, but only with Owner/Engineer prior approval and at no additional cost.
- I. Contractor is fully and solely responsible for any and all damages attributed to his/her work.

### **13. INTERIOR DRY CHAMBER CLEANING – HYDROPILLAR**

- A. All locations of paint failure and rust shall be cleaned in accordance with SSPC-SP-3 Power Tool Cleaning with all fractured paint film edges sanded smooth.
- B. After all interior dry chamber painting is complete the contractor shall high pressure wash all surfaces. Protect all electrical outlets, conduits, and electrical equipment from damage and/or water.
- C. Contractor is responsible for all costs, associated with and required for, non-hazardous and hazardous debris, waste and material testing, collection, handling, storage, transportation, and disposal.
- D. Contractor shall adhere to any and all Federal, State and Local regulations that govern hazardous and non-hazardous paint removal, collection, handling, storage, testing, transportation, and legal disposal.
- E. Contractor shall provide documentation as to the legal disposal of all items related to this Section 13.

### **14. INTERIOR DRY CHAMBER PAINT APPLICATION – HYDROPILLAR**

- A. Primer: All cleaned locations shall receive one (1) spot coat of Sherwin-Williams 100% Solids Clear Epoxy or approved equal, applied to a dry film thickness of 1.0 – 2.0 mils DFT.
- B. Intermediate: All primed locations shall receive one (1) spot coat of Sherwin-Williams #646 PW Tan/Beige Epoxy or approved equal, applied to a dry film thickness of 4.0 - 5.0 mils DFT

- C. Finish: All surfaces shall receive one (1) spot coat of Sherwin-Williams #646 PW White Epoxy or approved equal, applied to a dry film thickness of 4.0 - 5.0 mils.
- D. Detrimental runs, sags, and drips (as determined by the paint manufacturer) shall be removed by sanding smooth prior to the next specified application of material. Runs, sags and drips in the finish coat shall be sanded smooth and recoated.
- E. Materials **MUST** meet current VOC compliance requirements.
- F. Apply materials, only at such times and under such conditions, as approved by the paint manufacturer.
- G. Use fast cure versions or low temperature cure/application additives, as conditions warrant/dictate, but only with Engineer prior approval and at no additional cost.

## 15. **WARRANTY**

- A. Contractor shall provide a two (2) year warranty, from the date of written Owner acceptance of the work for the Hydropillar.
- B. All failures shall be corrected, in accordance with the original specification requirements, at a time convenient to the Owner. Areas exhibiting 25% or more failure shall be redone completely at no charge to the Owner, Engineer, and QA Inspector. Interior wet ceiling, shell, floor, exterior roof, shell, belly, and skirt will be considered separate areas for determining entire areas to be redone on the Hydropillar. Contractor will be responsible for all costs.
- C. Contractor is responsible for any and all costs of failure correction, including, but not limited to, the corrective work, tank opening/draining, tank cleanout, tank closing/filling, disinfection, water quality testing and any other associated costs.

## 16. **ANNIVERSARY INSPECTION**

- A. Prior to the end of the warranty period, at a time convenient to the Tank Owner, the Contractor shall conduct an inspection of all tank surfaces originally reconditioned, for failures. This inspection shall include the Contractor, Engineer, QA Inspector and Paint Manufacturer.
  - 1. The Contractor is solely responsible for making arrangements, with the Owner, for this inspection. Failure, by the Contractor, to make the proper arrangements, with the Owner, to conduct this inspection and/or perform the required anniversary assessment, prior to the end of the warranty period, and/or to secure the required services and participation of the paint manufacturer and project inspector, will cause the warranty to remain in effect, until the Contractor fulfills the inspection.
- B. The interior surfaces of the Hydropillar tank shall be evaluated using a Remotely Operated Vehicle (ROV). The ROV inspection shall be conducted by a third party independent firm engaged in performing such work. The contractor shall select 1 of the 2 firms from the pre-approved list below.

1. Atlantic Underwater Services, Inc.  
2538 State Route 8  
Lake Pleasant, New York 12108  
757-705-9081
  2. MBA Associates, Inc.  
PO Box 733  
New Castle, Delaware 19720  
302-322-2000
- C. The Owner shall be afforded close accessibility, by the contractor, to the exterior surfaces for inspection purposes. All rigging, scaffolding, equipment, safety equipment, materials and/or associated costs necessary to perform the Anniversary Inspection on the exterior surfaces, shall provide close up hands on evaluation and shall be the responsibility of the contractor.
- D. Should interior wet chamber surfaces of the Hydropillar tank appear to require repair and/or corrective action, the Owner will drain the tank, at a time convenient to and chosen by the Owner. The contractor will, at his/her expense, open the tank, remove sediment, legally dispose of such sediment, provide all rigging, scaffolding, equipment, safety equipment, materials, including costs for tank closing, draining/refilling & disinfection (Section 22 of these specifications) & water quality sampling/testing, to further assess apparent failures and perform corrective measures. The contractor shall provide the Owner, Engineer, Paint Manufacturer and Inspector close up, hands on accessibility to the surfaces being investigated and repaired.
- E. Locations exhibiting failure shall be corrected in accordance with Section 15 of these specifications.
- F. Corrective measures shall take place at a time convenient to and as chosen by the Owner.

### **III. BID REQUIREMENTS**

#### **A. REQUIRED ELEMENTS**

1. **Coversheet** with Contractor's name, address, phone, fax, email and contact information.
2. **General description** not to exceed fourteen (14) pages, including the following:
  - a. The Contractor's credentials and previous experience. See Section II. 4. A.
  - b. The Contractor's method of working with clients to ensure the client receives the best possible value.
  - c. A fee structure and conditions for engagement of services for the duration of the project.
3. **List of Personnel** including any subcontractors.
4. **Proof of Insurance** coverage as required in this request for bids. See Attachment A for example of Insurance requirement.

5. **References:** Contractors shall submit a listing of at least ten (10) steel water storage tank projects, completed within the immediate previous three (3) years which included work similar to that being required on this project. References should include name, address, phone number, fax number and email address, if available, to verify installation/deployment of similar size and nature.
6. **Bid price** must include all labor, materials, equipment, and services required to fulfill the Scope of Work. Partial or incomplete bids will not be accepted.
7. See Section VII – General Project Overview/Specifications below for additional requirements.

#### IV. **BID PROCEDURES**

##### A. **SCHEDULE**

<u>DATE</u>	<u>ACTION</u>
November 1, 2022	Request for Bids Released
November 30, 2022	MANDATORY Pre-Bid Meeting and Site Visitation
December 1, 2022	MANDATORY Pre-Bid Meeting and Site Visitation
December 07, 2022	Question Period Ends
December 09, 2022	Answers are sent via Addendum
December 15, 2022	Bids Due – Opened at 2:00 p.m.
January 10, 2023	Bid Awarded contingent on a vote by Town Council
February 15, 2023	Notice to Proceed
March 14, 2023	Pre-Construction Meeting
March 20, 2023	Anticipated Start Date

##### B. **BID PREPARATION INSTRUCTIONS**

###### **General Format**

When completed, Bids are to be assembled exactly as described in Section III.

**NOTE:** Each element must be labeled as requested.

###### **Submission**

1. Contractor(s) must have attended at least one of the mandatory pre-bid meetings in full and should submit one of each Bid signed by the vendor's contractually binding authority. To be considered, a Bid must arrive in a sealed envelope at the issuing office on or before 2:00 p.m. EST on Thursday, December 15, 2022 and be marked with the RFB name. **The sealed bid envelopes must be marked with the Contractors name and "Water Storage Tank Rehabilitation Bid."**

2. All Bids are to be addressed and delivered by the date and time specified to:

Town Manager  
Town of Hampstead  
1034 South Carroll Street  
Hampstead, Maryland 21074

3. The sealed bid envelope should include a transmittal letter that lists the following:

- Firm's Name
- Firm's Address
- Contact Name
- Telephone Number
- E-mail Address
- Fax Number

4. Contractor shall submit with their bid, experience history and references, as required by the specifications in Section II, 4A.

#### **V. GENERAL CONDITIONS**

The release of this RFB does not constitute an acceptance of any offer, nor does such release in any way obligate the Town of Hampstead to execute a contract with any contractor. The Town of Hampstead reserves the right to accept, reject, or negotiate any or all offers received in response to this request, to negotiate with all qualified sources, or to cancel, reject, alter, modify or amend in part, or in its entirety, this RFB, if to do so is in the best interest of the Town of Hampstead. The final decision to execute a contract with any contractor rests solely with the Town of Hampstead.

1. Before preparing Bids, the contractor should note that:
  - a. The Town of Hampstead will not be liable for any costs associated with the preparation of Bids or negotiation of contract incurred by any contractor.
  - b. All Bids, in their entirety, will become the property of the Town of Hampstead upon submission.
  - c. The award of a contract for any proposed service(s) is contingent upon the following:
    - favorable evaluation of the Bid;
    - reasonableness of cost;
    - approval of the Bid by Town of Hampstead;
    - successful negotiation of any changes to the Bid required by Town of Hampstead;
    - available and appropriate funding.
  - d. Submitted prices are irrevocable for up to ninety (90) days after Bid submission.

2. Town of Hampstead reserves the right to negotiate the final terms of all contracts with successful contractors. Items that may be negotiated include, but are not limited to, type and scope of services, costs and prices, delivery and installation, warranty and maintenance, and training and service levels.
3. Likewise, Town of Hampstead reserves the right to accept any Bid as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, contractors are advised to propose their **most favorable terms** initially.
4. In submitting a Bid, the contractor certifies as to its legally constituted organization and that in connection with this Bid:
  - a. the prices in the Bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor; and,
  - b. unless otherwise required by law, the prices which have been quoted in the Bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to award, directly or indirectly, to any other contractor or to any competitor; and,
  - c. no attempt has been made by the contractor to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
5. Person(s) signing the Bid certify that person(s) in the contractor's organization who are legally responsible within that organization for the decision as to the price being offered in the Bid have not participated, and will not participate, in any action contrary to V.4. a, b, or c.
6. Bids will be exempt from disclosure until the evaluation and selection process has been completed. If a Bid contains any information that the contractor considers proprietary and does not want disclosed to the public or used for any purpose other than evaluation of the offer, all such information must be indicated by marking the top margin of each page considered proprietary with "proprietary."
7. The contractor shall keep and maintain at all times in the life of this agreement General Business & Liability Insurance which shall include insurance for personal injury, property damage, liability for the vehicles and equipment operated by it, as well as other general business liability insurance to insure against any or all of the claims which may arise by virtue of its operations pursuant to this agreement.
8. The contractor must agree to submit and maintain a Certificate of Insurance containing the policy or binder number, name of the insurance company, limits of liability and types of insurance to maintain the same on file with the Town at all times. In addition to the insurance contemplated in this paragraph, the contractor agrees to maintain a Certificate of Insurance containing the policy or binder number, the name of the insurance company and any limit of liability, or in lieu thereof, an appropriate Certificate indicating that it has Workman's Compensation Insurance in compliance with the laws of the State of Maryland. The minimum limit for general liability insurance shall be one million dollars (\$1,000,000.00) which said limit shall also include as an insurance requirement for the personal injury and

property damage liability insurance on the vehicles and equipment to be operated by the contractor in the performance of this contract.

9. The Mayor and Town Council, its employees and agents, Douglas DeClerck, and David Gross shall be named as an additional insured on all insurance policies. The Town shall be furnished with satisfactory evidence that the forgoing insurance is in effect within 10 days after written notice of award is given to the contractor. The Town shall be notified 30 days prior to the cancellation or material change of any coverage.
10. Cleaning and Painting and turn-key solution for entire project must be sole sourced without using any subcontractors for any portion of the install or this must be noted within the contractor's response.
11. Prime Contractor Responsibility: Any contract that may result from this RFB shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Owner. The Owner will make contract payments to only the Prime Contractor.
12. Subcontractors: The use of subcontractors must be clearly indicated in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. The use of subcontractors is not a requirement of this RFB. The prime contractor shall be solely responsible for compensating all subcontractors used by the prime contractor in connection with any contract awarded pursuant to this RFB.
13. All employees must be drug screened and background checked.
14. Appeals - Areas that are disputable: Substitutions or equivalents, ancillary or supportive services to a core program, conflict of interest, sole source awards not approved by the state, requirements that restrict competition, misapplication of the RFB/RFQ procedures.

Procurement decisions made by Town of Hampstead based on **MOST ADVANTAGEOUS** are **NOT DISPUTABLE**.

#### Filing a Claim

All claims regarding disputes must be made in writing.

Claims must be filed no later than 30 days from the onset of the disputed activity. For example, a claim regarding the awarding of a training contract based on an RFB solicitation must be filed within 30 days of the start date of the awarded contract. A claim for purchased goods or services must be filed within 30 days of the initial bid solicitation.

The written claim, clearly stating the area of dispute, must be filed with:

Town of Hampstead  
1034 South Carroll Street  
Hampstead, Maryland 21074

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**VI. CONTRACTORS GENERAL INSTRUCTIONS****A. INSTRUCTIONS**

1. All quotations are to be submitted by 2:00 p.m. EST, December 15, 2022.
2. Any contractor finding discrepancy in or omission from the specifications, or is in doubt as to their meaning, can contact Mr. Doug DeClerck in writing at 47 South Broad Street, Hughesville, Pennsylvania 17737 or via email at [Dadeclerck@hotmail.com](mailto:Dadeclerck@hotmail.com) by 2:00 p.m. on December 07, 2022. Exceptions taken in no way obligate Town of Hampstead to change the specifications. Mr. Doug DeClerck will notify all contractors in writing, by addendum duly issued, of any interpretations made of specifications or instructions.
3. Town of Hampstead will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to this solicitation's specifications should be directed to and will be issued by Mr. Doug DeClerck and/or the Town of Hampstead Project Manager.

**B. AWARD OF CONTRACT**

1. In no instance will the Town of Hampstead award a contract based on the most favorable evaluated bid earlier than **five (5) days** after the closing date of bids.
2. The most favorable bid will be evaluated by responsiveness to the specifications in the scope of work and the terms and conditions further specified in these instructions and the Request for Bid.

**C. TAXES**

Town of Hampstead is exempt from sales tax and no such tax will be included in the bid price.

**D. SPECIFICATIONS**

Audit services as described.

**E. RESERVATIONS**

1. Town of Hampstead reserves the right to reject any and all bids, to waive any informalities in bids received, and to accept or reject any items of any bid. All bids when filed will be irrevocable for ninety (90) days following the closing date for submission of bids.
2. Town of Hampstead may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to Town of Hampstead.

**F. DELIVERY**

1. Contractors shall guarantee delivery of services and materials in accordance with such delivery scheduled as may be provided in their Bid.

2. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise noted in Special Conditions.
3. Town of Hampstead reserves the right to charge the contractor or vendor Fifty Dollars (\$50.00) per working day for each day the materials, supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of Town of Hampstead, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment, or charged back to the contractor or vendor.

**G. COMPETITION, LITERATURE, SAMPLES**

1. To better ensure fair competition and to permit a determination of the lowest contractor, Bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.
2. The name of any manufacturer, trade name, or manufacturer or vendor catalogue number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the contractor shall clearly indicate the comparison to be made with the particular brand or manufacturer specified. Catalogue cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.
3. No contractor will be allowed to offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. Contractors must determine for themselves which to offer. If said contractor should submit more than one price on any item, all prices for that item may be rejected at the discretion of Town of Hampstead.
4. Specifications provided are based on Town of Hampstead's needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Town of Hampstead's requirements. Minimum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive contractors.

**H. DEVIATIONS FROM SPECIFICATIONS**

In addition to the above requirements, all deviations from the specifications must be noted in detail by the contractor, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the contractors strictly accountable to furnish material, equipment, or services in full accordance with the specifications as written and will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

**I. INSPECTION**

All materials, supplies and/or services delivered or performed for the Owner shall be subject to final inspection and testing by the Owner and the Quality Assurance Inspector. If the result of such inspection, or one or more of such tests indicates that any part of the materials or supplies are deficient in any respect, Town of Hampstead, in its absolute discretion, may reject all or any part of

the materials and supplies to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the Town Manager.

**J. DISPUTES**

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Owner, Quality Assurance Inspector, or other authorized representatives, shall be final and binding on both parties.

**K. LAWS AND REGULATIONS**

The Contractor shall protect and indemnify the Town of Hampstead (Owner), the Mayor and Town Council, its agents and employees, David Gross, and Mr. Doug DeClerck against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, whether by themselves or their employees.

**L. EQUAL OPPORTUNITY**

It is the policy of the Town of Hampstead to assure all persons Equal Employment Opportunity, and also to assure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all Town of Hampstead contracts for supplies and services. Every contractor or vendor doing business with Town of Hampstead must agree not to discriminate in any manner against any employee or applicant for employment because of race, color, sex, religion, national origin, age, marital status, political affiliation, mental or physical disability and shall be obligated to include a similar requirement in any and all sub-contracts. They must further agree to comply with all applicable Federal, State and Local laws and executive orders and regulation relating to Equal Employment Opportunity and Minority Business Enterprises.

**M. INDEMNITY**

If a contract is awarded, the successful contractor will be required to indemnify and hold the Town of Hampstead, the Mayor and Town Council, its agents and employees, Mr. Doug DeClerck, and David Gross harmless from and against all liability and expenses, including attorney's fees, howsoever arising, or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the contractor's performance of the contract awarded.

Any property or work to be provided by the contractor under this contract will remain at the contractor's risk until written acceptance by the Owner; and the contractor will replace, at contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

**N. TERMINATION/EXTENSION OPTIONS**

Termination for Convenience: Should the contractor be awarded a contract, notwithstanding any other provision of this Agreement or other document to the contrary, either party may terminate the agreement, at any time, without showing cause, by giving ten (10) working days written notice stating when the termination shall become effective. Town of Hampstead reserves the right to reduce or terminate this contract should funding be withdrawn or rescinded.

**VII. GENERAL PROJECT OVERVIEW / SPECIFICATIONS****GENERAL INFORMATION****1.0 TEMPORARY UTILITIES AND FACILITIES**

- A. Contractor shall be responsible for supply of water; electric and other utilities needed to perform and complete the work.
- B. Contractor shall provide and maintain, for the duration of this project, bathroom, wash station and clothing change facilities.

**1.1 WORKDAYS AND WORK HOURS**

- A. Work will be permitted Monday - Friday, during daylight hours from 6:30 am - 6:30 pm and 8:00 am – 5:00 pm on Saturday.
- B. Sunday and Holiday work can only be performed with prior Owner approval.

**MISCELLANEOUS****2.0 SITE CLEAN-UP, SITE RESTORATION AND WASTE DISPOSAL**

- A. Contractor shall keep site free of all garbage, trash, spent paint containers, abrasive bags, etc.
- B. Contractor shall restore the site within two (2) weeks after completion of work to a condition equal to that in which it was found.
- C. Prior to the disposal of spent abrasive, paint removed, waste and debris, the Contractor shall have same tested for hazardous materials. Should such testing indicate that material(s) are hazardous, the Contractor shall legally dispose of said material(s) in accordance with any and all Federal, State and/or Local regulations. Contractor shall furnish to the Owner documented proof of such disposal, including but not limited to, method and destination.

**2.1 INTERIOR DISINFECTION AND WATER QUALITY SAMPLING AND TESTING- HYDROPILLAR**

- A. Coating manufacturer shall test interior wet chamber applied coating system for cure seven (7) days after application of final coat.
- B. Should test results indicate an uncured coating system, the contractor shall immediately and without delay, implement the recommendations of the coating manufacturer to enhance the curing of the applied coating system to achieve acceptable manufacturer cure within five (5) days – Coating manufacturer shall re-test for acceptable cure.
- C. Upon acceptable cure testing, the contractor shall disinfect the interior wet chamber surfaces in accordance with current AWWA Standards – Method #2 or Method #3.
- D. Immediately upon completion of the disinfection, the contractor shall close all access hatches (water holding & non-water holding) leading into the wet chamber, install new gaskets on all

water holding hatches and secure lid covers in a water-tight, non-leaking condition – Owner will provide the initial tank filling.

- E. The completed storage tank must be disinfected in accordance with the latest version of the AWWA Standard C-652, methods 1 or 2 (but not method 3, which is considered unacceptable). After disinfection, a bacteriological and volatile organic chemical (VOC) sample shall be collected after the required minimum time period. Samples must be collected by a MD State Certified sampler and analyzed at a MD State Certified Laboratory. The sample results must be reviewed by the Maryland Department of the Environment Water Supply Program which will give authorization to place the water storage tank into service. (Direct correspondence to Ms. Georgella Samu. Note the VOC table is attached.)
- F. Should testing results be unacceptable, the contractor is responsible for having the tank drained, opening the tank, determining the reason(s) for such unacceptable results, correcting same, re-disinfection, tank refilling, re-sampling, and re-testing until such time as acceptable results are obtained – All associated costs are the responsibility of the contractor.
- G. Should the results of the Anniversary Inspection (Sections 15/16 of these specifications) appear to indicate failure(s) of the applied lining system and the tank will require draining to address such apparent failure(s), then the contractor shall be responsible for tank draining(s), tank disinfection(s), tank refilling(s), water quality sampling and water quality testing.
- H. Bacteria and VOC test results shall be provided to the Town of Hampstead within Seventy-Two (72) hours of sampling.

## 2.2 **CELLULAR ANTENNAS AND CABLES**

- A. Contractor shall be fully and solely responsible for any and all damage to existing antennas and coax cables – Antennas and coax cables are NOT to be painted. It is understood that some small amounts of paint may get on the coax cables in tight locations and spots where the cables are attached directly to the tank surface – Contractor is NOT to unsecure and/or move cables or antennas.
- B. Contractor shall communicate with the cellular carrier(s) when work is schedule in, around or in front of the antenna units, so the carrier(s) can de-energize the units for worker safety purposes – Contractor shall adhere to the safety requirements of the cell carrier(s).
- C. Contractor shall have workers trained for work in, around or near RF environments.

## **BID SECURITY, BONDING, AND INSURANCE**

### 3.0 **SECURITY**

- A. Contractor shall provide a Bid Security in the amount of 10% of the Total Bid Amount. Security shall be in the form of a Bid Bond provided by a company licensed to conduct business in the State of Maryland.
- B. Failure to provide the required Bid Security may cause Bid to be rejected due to being non-responsive to the Bid Requirements.

### 3.1 **BONDING**

- A. Successful contractor shall provide Performance, Payment, Material and Labor Bonds in an amount equal to 100% of the total Bid Amount. Such bonding shall be provided by a company licensed to conduct business in the State of Maryland.
  - 1. Such required bonding shall be provided to the Town of Hampstead, Maryland within fourteen (14) days after receiving written notice of Award from the Town of Hampstead.
- B. Contractor shall provide a Warranty/Maintenance Bond in an amount equal to 25% of the Final Contract Amount. Such bonding shall be provided by a company licensed to conduct business in the State of Maryland.
  - 1. Warranty/Maintenance Bond shall be provided to the Town of Hampstead, Maryland within fourteen (14) days after receiving written acceptance of award by the Town of Hampstead.
  - 2. Warranty/Maintenance Bond shall remain in effect until the end of the warranty period.
- C. Failure of the successful contractor to provide the required Performance, Payment, Material & Labor Bonding within the time frame stated may cause such contractor to be considered non-responsive to the Bid Requirements and in default.

### 3.2 **INSURANCE**

- A. Successful contractor shall provide proof of Insurance Coverage as stated on **“ATTACHMENT A”**. Such coverage shall be provided by a company licensed to conduct business in the State of Maryland.
  - 1. Insurance Certificates shall be provided to the Town of Hampstead, Maryland within fourteen (14) days after receiving written notice of award from the Town of Hampstead.
- B. Insurance coverage shall remain in effect for the duration of the performance of work, including any and all warranty periods and until final acceptance of work, by the Owner and Quality Assurance Inspector.
- C. The Mayor and Town Council, its employees and agents and Douglas A. DeClerck shall be listed as additional insured. All policies shall be endorsed. A minimum thirty (30) day change in coverage and/or cancellation statement shall be included.
- D. Failure to provide the required insurance coverage within the time frame stated may cause the contractor to be considered non-responsive to the Bid Requirements and in default.

**COMPANY NAME**

CONTACT PERSON	EMAIL
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**ATTACH GENERAL DESCRIPTION OF LABOR, MATERIALS, EQUIPMENT AND SERVICES  
OFFERED FOR THIS PROJECT**

**ATTACH PROOF OF INSURANCE**

(Please include name, address, phone & fax numbers, and email address, if available.)

Bid Item 1 A	\$
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**Bid Item 1 B** \$ \_\_\_\_\_

<b>Bid Item 1 C</b>	<b>\$</b>
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TOTAL BID PRICE \$

Submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

NAME: \_\_\_\_\_

City	State	Zip Code
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Fed ID or SSN

Business Phone Number	Business Fax Number	E-Mail Address
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Authorized Signature	Title
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Company Name	Date of Proposal
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Witness \_\_\_\_\_ Date \_\_\_\_\_